

North Dakota

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State Procurement Office

14th Floor Capitol Tower, 600 E Boulevard Ave Dept 012, Bismarck ND
58505-0310

A Division of the Office of Management & Budget

Contract Information		
Term Contract Name:	2007 Police Vehicles	
Term Contract Number:	376	
Contract Period:	09/01/2006 through 08/31/2007	
Contract Administrator:	Don Griffin	
Phone Number:	701-328-4912	
Fax Number:	701-328-1615	
Contractor Information		
Name:	Hansen Ford Sales, Inc. 2273 32nd Ave So. PO Box 13727 Grand Forks, ND 58201	Nelson Ford PO Box 338 Fergus Falls, MN 56538-0338
Service Representative:	Ken Huhta	Gerry Worner
Toll Free Numbers:	800-437-5397	800-726-7564
Telephone Number:	701-746-6411	218-739-2283
Fax Number:	701-787-8912	218-739-6021
Email:		gerryworner@nelsondodgegmc.com

Name:	Nelson Dodge - GMC PO Box 338 Fergus Falls, MN 56538-0338	Rydell Auto Center 2700 S. Washington St PO Box 13398 Grand Forks, ND 28208-3398
Service Representative:	Gerry Worner	Greg Bryson
Toll Free Numbers:	800-726-7564	800-228-8265
Telephone Number:	218-739-2283	701-772-7211
Fax Number:	218-739-6021	701-795-6364
Email:	gerryworner@nelsondodgegmc.com	gbryson@rydellchev.com
Billing and Ordering Information: Purchase orders will be issued by individual state agencies. Billings are to be submitted to the agency submitting the purchase order. Since all billings, invoices, and credits must be processed by individual agencies before payment is made, submission of these items to the State Procurement Office will delay payment.		
Freight Charges and Delivery: Delivery is to be made within 90 DAYS after receipt of the purchase order. If delivery requirements cannot be met within the specified time, the vendor must notify the ordering agency in writing of the delay and the approximate date delivery may be expected.		
General Terms and Conditions: Title. Title to items ordered shall not pass to the state until the items are received and accepted by the state. The contractor shall be responsible for any loss prior to the actual receipt of the items by the state or its agent. Investigations. The State reserves the right to make an investigation or investigations of the materials, equipment, supplies, qualifications, or facilities offered by the apparent low bidder or bidders. This investigation would be to determine whether or not the apparent low bidder or bidders could meet the requirements set forth in the solicitation. Material and Workmanship. All material and workmanship shall be subject to inspection and testing by the state either at: (1) the point of manufacturer, or; (2) place of storage, or; (3) upon receipt.		

Specific Terms and Conditions:

Assignments, Transfers, Etc. Contracts as a result of this solicitation are not to be assigned, transferred, conveyed, sublet, or otherwise disposed of without previous consent, in writing, of the State Procurement Office. 4-03-04-03(l)

Binding Contract. The contractor must perform in accordance with the terms and conditions of the contract and this article and purchasing laws of the state of North Dakota.

Compliance with Laws. The contractor must, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules and regulations. The contractor must comply with the provisions of all appropriate federal laws, including Title VI of the Civil Rights Act of 1964. Any subletting or subcontracting by the contractor subject subcontractors to the same provision.

Cancellation Of Contract. If the State Procurement Office cancels the contract for cause, the contractor or contractors are responsible for delivery of all items ordered prior to the cancellation, unless those orders had been canceled by the ordering agency.

Indemnification. The contractor or contractors agree to indemnify the state, its officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed, goods or rights to intellectual property provided or omissions of services or in any way resulting from the acts or omission of the contractor and/or its agents, employees, subcontractors or its representatives under this agreement, all to the extent of the contractors negligence. 4-03-04-03(2j)

Title. Title to items ordered shall not pass to the state until the items are received and accepted by the state. The contractor shall be responsible for any loss prior to the actual receipt of the items by the state or it's agent.

1. The contractor or contractors must furnish the following at the time of delivery of the vehicles:
 - a. Certificate of origin
 - b. Warranty, warranty book and identification plate (if used)
 - c. Key numbers for all vehicles
2. Accessories, equipment and component parts are be factory installed.
3. Prior approval by ND State Procurement Office must be requested by the contractor for those items not made or installed at the factory.

PRICING

Item No.	Spec. No.	Description	Make	Model	Each Price	Vendor
	SSP7-01	Police 4-DR Sedan-Crown Victoria				
1		FOB Bismarck	Ford	Crown Victoria	\$22,022.00	Nelson Ford
2		FOB Grand Forks	Ford	Crown Victoria	\$22,022.00	Nelson Ford

	<u>SSP7-02</u>	Special Service 4x4 SUV's				
3		FOB Bismarck	Ford	Expedition	\$23,490.00	Hansen Ford
4		Option: Additional cost for Running Boards		Code 186	\$357.00	Hansen Ford
	<u>SSP7-03</u>	Police 4-Dr Sedan - Chevrolet				
5		FOB Bismarck	Chev	Impala	\$18,245.00	Rydell Auto Center
6		FOB Grand Forks	Chev	Impala	\$18,210.00	Rydell Auto Center
7		Option: Additional cost for Wiring for Horn & Siren Circuit (option 6J4)			\$28.00	Rydell Auto Center
8		Option: Additional cost for Kerr Auxiliary Tray (option K012-11)			\$200.00	Rydell Auto Center
9		Option AP3: Additional cost for Remote Engine Starter System			\$152.00	Rydell Auto Center
	<u>SSP7-04</u>	Police 4-Dr Sedan - Dodge				
10		FOB Bismarck	Dodge	Charger	\$20,973.00	Nelson Dodge - GMC
11		Option: additional cost w/V8 Engine			\$1,485.00	Nelson Dodge – GMC
12		Option: additional cost for Bolt-on Wheel Covers			\$28.00	Nelson Dodge – GMC